

**AGREEMENT BETWEEN**  
**TOWNSHIP OF DELRAN, NEW JERSEY**

**AND**

**THE DELRAN PATROLMAN'S ASSOCIATION**

**JANUARY 1, 2008 - DECEMBER 31, 2011**

**PREAMBLE**

THIS AGREEMENT made and entered into by and between the TOWNSHIP OF DELRAN in the County of Burlington, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township) and THE DELRAN PATROLMAN'S ASSOCIATION in conjunction with the Fraternal Order of Police Lodge #230 and the FOP New Jersey Labor Council as the representative for the purposes of collective negotiations of all Patrolman and Detectives employed by the Police Department of the Township of Delran (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article 1, Recognition, in order that more efficient and progressive public service may be rendered.

## **ARTICLE I**

### **RECOGNITION**

A. THE TOWNSHIP RECOGNIZES THE DELRAN PATROLMAN'S ASSOCIATION in conjunction with the Fraternal Order of Police Lodge #230 and the FOP New Jersey Labor Council as the representative for the purposes of collective negotiations of all Patrolmen and Detectives employed by the Police Department of the Township of Delran. This representation includes all terms and conditions of employment for the collective bargaining process. However, this recognition shall not be interpreted as having the effect of abrogating the rights on Employees as established under the laws of 1968 Chapter 303 as amended.

B. The titles of Patrolman and Detective shall be defined to include the plural as well as the singular, shall include males and females, and are synonymous with the word employees.

## **ARTICLE 2**

### **MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township of Delran, in the County of Burlington, the State of New Jersey, and that there should be no interference caused by the Association or its members with such operation.

B. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of a Policeman from his position or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of said Policeman's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Any unauthorized or illegal action would constitute a material breach of this agreement.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Township to deem such activity as ground for appropriate action against the individual subject, however, to the application of procedures set forth by law.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United States or the Constitution of New Jersey.

### **ARTICLE 3**

#### **MANAGEMENT, RIGHTS AND RESPONSIBILITIES**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the Association of its rights, responsibilities and authority under R.S. 40 and R.S. 11, R.S. 40A, or any other national, state, county or local laws or ordinances.

### **ARTICLE 4**

#### **SALARY**

A. The base salaries of all employees covered by this Agreement will be as follows per annum, per year indicated.

|                                   | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> | <b><u>STEP 5</u></b> |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Beginning January 1, 2008</b>  |                      |                      |                      |                      |                      |
| <b>Academy Recruit - \$28,329</b> |                      |                      |                      |                      |                      |
| Police Officer/<br>Detective      | \$52,303             | \$56,575             | \$62,229             | \$67,887             | \$74,677             |
| <b>Beginning January 1, 2009</b>  |                      |                      |                      |                      |                      |
| <b>Academy Recruit - \$29,391</b> |                      |                      |                      |                      |                      |
| Police Officer/<br>Detective      | \$54,264             | \$58,696             | \$64,563             | \$70,433             | \$77,477             |

**Beginning January 1, 2010**

**Academy Recruit - \$30,493**

Police Officer/

Detective                      \$56,299                      \$60,897                      \$66,984                      \$73,074                      \$80,382

**Beginning January 1, 2011**

**Academy Recruit - \$31,636**

Police Officer/

Detective                      \$58,410                      \$63,181                      \$69,494                      \$75,814                      \$83,396

| <b>Academy Recruits</b> |              | <b>Police Officers Hired After January 1, 2010</b> |               |               |               |               |               |               |
|-------------------------|--------------|--|---------------|---------------|---------------|---------------|---------------|---------------|
|                         | <b>Start</b> | <b>Step 1</b>                                      | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
| 2010                    | \$30,493     | \$38,493   | \$46,493      | \$54,493      | \$62,493      | \$70,493      | \$75,493      | \$80,382      |
| 2011                    | \$31,636     | \$39,936   | \$48,236      | \$56,536      | \$64,836      | \$73,136      | \$78,324      | \$83,396      |
|                         |              |  |               |               |               |               |               |               |

**ARTICLE 5**  
**LONGEVITY**

- A. Employees who have served in a full-time capacity in the Police Division for at least four (4) years on any January 1 shall be eligible for the longevity program in accordance with the schedule noted below.

**LONGEVITY SCHEDULE FOR 2008 – 2009 – 2010 - 2011**

|                |                                      |
|----------------|--------------------------------------|
| After 4 years  | 2.5 percent per annum of base salary |
| After 7 years  | 3.5 percent per annum of base salary |
| After 10 years | 4.5 percent per annum of base salary |
| After 13 years | 5.5 percent per annum of base salary |

- B. The Township shall pay Longevity to those employees who have served in a full time capacity in the police division based upon the eligibility requirements in accordance with the schedule noted above. The employees shall become eligible for the steps in the Longevity schedule based upon the anniversary of their hire date. The employee's longevity shall be a component of their base salary and will be paid as part of the biweekly payroll.

**ARTICLE 6**  
**DETECTIVE STIPEND**

The Township shall pay a stipend of as follows to that individual officer who is permanently assigned as a Detective. Such payment will be made on a monthly basis.

|      |                   |
|------|-------------------|
| 2008 | \$1,275 per year  |
| 2009 | \$ 1,300 per year |
| 2010 | \$1,325 per year  |
| 2011 | \$1,350 per year  |

**ARTICLE 7**  
**SHIFT DIFFERENTIAL**

- A. The Township shall provide for shift differential to all officers covered by this agreement based on the following rates

| YEAR | SHIFT      | AMOUNT PER YEAR |
|------|------------|-----------------|
| 2008 | 4-12 SHIFT | \$975           |
|      | 12-8 SHIFT | \$1075          |
| 2009 | 4-12 SHIFT | \$975           |
|      | 12-8 SHIFT | \$1,075         |
| 2010 | 4-12 SHIFT | \$975           |
|      | 12-8 SHIFT | \$1,075         |
| 2011 | 4-12 SHIF  | \$975           |
|      | 12-8 SHIFT | \$1,075         |

- B. All police officers permanently scheduled to work the 4-12 shift or the 12-8 shift will receive payment of shift differential in accordance with the schedule above based upon 2080 hours a year.
- C. For those employees not permanently scheduled to work the 4-12 or 12-8 shift, those employees will be paid shift differential for hours actually worked during these periods.
- D. All officers shall be paid \$40 overtime shift differential which shall become a component of the base and be paid in the biweekly pay in lieu of being paid shift differential for overtime hours.
- E. All police officers permanently scheduled to work the 4-12 shift or the 12-8 shift will receive their respective shift differential, which shall be included in the base salary. The shift differential amount shall be determined by the shift the officers are permanently scheduled on January 1 of that year.

**ARTICLE 8**  
**SENIOR OFFICER COMPENSATION**

A. All employees covered by this agreement charged with the responsibility of "Shift Commander, in the absence of a Lieutenant or Sergeant, shall be compensated at a rate of \$22 per 8-hour shift. This compensation shall be paid to the senior patrolman on a shift that has neither a sergeant nor a lieutenant present. Payment shall be made monthly. This compensation is to be in addition to the employee's regular hourly rate of pay.

**ARTICLE 9**  
**LIFE INSURANCE**

A. The Township shall provide term life insurance for all employees covered under this contract in the amount of \$50,000.

B. The Township shall provide accidental death and dismemberment insurance for all employees covered under this contract in the amount of \$50,000.

C. The Township shall provide disability insurance for all employees covered under this contract, which will provide payment of 66 2/3% of the regular base salary per week during the disability.

**ARTICLE 10**  
**COLLEGE INCENTIVE PAY**

A. In addition to the salary noted in Article 4, College Incentive Pay will be paid at the rate of Sixteen Dollars (\$16) per course credit per year.

B. Payment is conditioned upon the following:

1. The officer must be enrolled in a college program and the courses taken must lead to a degree or certificate in a recognized police field (as per LEEP-3 Form) or have earned a degree or certificate in a police field (as per LEEP-3 Form).
2. The courses, for which credit will be given under this Article, must have been satisfactorily completed with a minimum of one (1) grade point (or equivalent) per credit hour.
3. Payment for college credits will be made in the base salary. All transcripts of courses taken must be submitted on or before May 15 for payment on June 1.
4. Employee to be eligible must have passed course work in last two (2) calendar years.

**ARTICLE 11**  
**VACATIONS**

A. Full-time employees covered under the Agreement shall earn vacation during each year of service based on the following schedule:

| <b>YEARS OF SERVICE</b> | <b>WORKING DAYS VACATION</b> |
|-------------------------|------------------------------|
| 1 - 4                   | 13                           |
| 5 - 9                   | 16                           |
| 10 - 14                 | 18                           |
| 15 - 19                 | 20                           |
| 20                      | 24                           |

B. Employees may carry over three (3) vacation days which have to be utilized by March 31 of the following year. Employees may carry over an additional three (3) days with the approval of the Chief of Police based upon need and/or extenuating circumstances.

C. Any employee hired January 1, 1989 and thereafter will use the Civil Service regulations as their basis for calculating their earned vacation time during their first calendar year of employment, which is one vacation day for each full or portion of month employed.  
(Example: hire date of June 15, 1989, employee will earn seven (7) days of vacation in 1989, thirteen (13) days vacation for 1990, and sixteen (16) days vacation beginning in 1994).

**ARTICLE 12**  
**HOLIDAYS - PERSONAL DAY**

A. Employees covered under this Agreement shall continue to be eligible for thirteen (13) paid holidays in accordance with present practices. The holidays are: New Year's Day; Martin Luther King Day; President's Day; Good Friday; Easter Sunday; Memorial Day observed (fourth Monday in May); Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, Christmas Eve and Christmas Day.

B. All holiday pay shall be paid as a component of the base.

C. Employees shall receive four (4) Personal days per year.

1. They shall be non-cumulative
2. Will not be counted in holiday pay
3. Shall be granted based on departmental needs.

Detectives, administrative officers and any other officers that work a Monday through Friday schedule shall be scheduled off on all holidays as defined in Article 12, Section A. and shall continue to be compensated for such holidays in accordance with Article 12, Sections A & B. Officers temporarily assigned to light duty are excluded from this provision.

**ARTICLE 13**  
**HEALTH, PRESCRIPTION, DENTAL AND EYE CARE BENEFITS**

A. The Township agrees to continue to provide a hospitalization and medical-surgical insurance plan equal to or better than the State Health Benefits program in effect as of July 1, 2009, which the employer shall move to as soon as practical, during the lifetime of this agreement in accordance with present practice

B. The State Health Benefit Plan will also include the prescription plan with co-pays as stipulated by the Plan which is attached and as outlined by the State Health Benefits Program for Local Employers.

C. Employees shall be provided a family dental plan in accordance with present practice equivalent to the current dental program. The Township may, at any time, change carriers so long as substantially similar benefits are provided.

D. Eye Care Plan shall be provided as follows: The Township shall reimburse the employee for the cost of the examination, upon receipt of acceptable forms developed for this purpose, up to a total of \$200. If the examination costs less than \$200, the remainder shall be used to reimburse the employee upon receipt of above referenced forms, for the cost of corrective eyeglasses or contact lenses or protective eyewear, if so prescribed during the original examination. In the event that the original examination does not result in such a prescription, the remainder of the original \$200, if any shall be used to reimburse the employee, upon receipt of acceptable forms, for the cost of an eye examination and/or corrective eyeglasses or contact lenses prescribed for an employee's spouse or child. In no event shall the total reimbursement in one calendar year to an employee exceed \$200. The employee is required to receive an eye examination once every two years in order to be eligible for the eye care benefit.

E. The Township may, at any time, change insurance carriers so long as substantial similar benefits are provided.

F. Specific insurance plans referenced within this Article indicate the level of insurance provided at the time of signing of this Contract.

**ARTICLE 14**  
**CLOTHING/MAINTENANCE ALLOWANCE**

A. the Township will continue to issue appropriate uniforms and/or replacements and the discretion of the Chief may be required. In addition to the uniforms, the Township will reimburse \$250 per year for uniform or work shoes.

B. Each Detective shall be reimbursed in the amount of Eight Hundred Dollars (\$800) per annum in lieu of equipment and uniform issue in the year 2008; Nine Hundred Dollars (\$900) in the year 2009; Nine Hundred Fifty Dollars (\$950) in the year 2010 and One Thousand Dollars



(\$1,000) in the year 2011. In the event an officer serves as a Detective for less than a year, he shall receive a pro-rated amount. Payment shall be made quarterly conditional on receipts for clothing.

C. Township will pay Six Hundred Sixty-Five Dollars (\$665) in the Year 2008, Six Hundred Eight Dollars (\$680) in 2009; Sixty Hundred Ninety-Five (\$695) in 2010 and Seven Hundred and Ten Dollars (\$710) in 2011 as a cash payment in one lump sum on or before the thirtieth day following the adoption of the Township's annual budget of each year for the maintenance, alteration (except for new uniforms which will be paid by the Township) and cleaning of uniforms provided under Paragraph A of this article.

D. All officers will be measured for new uniforms provided under Paragraph A of this article on or before February 15 of each year, and these uniforms will be provided to the employee no later than December 1 of each year.

E. Shoe allowance may be used for athletic shoes provided their uniform footwear including boots would pass inspection.

#### **ARTICLE 15** **BEREAVEMENT LEAVE**

A. Bereavement Leave for a death in the family:

1. Employee shall be granted up to three (3) working days off with full pay for reason of a death in the employee's immediate family. For the purpose of this Article, immediate family shall be defined as the employee's mother, father, mother-in-law, father-in-law, spouse, child, sibling, brother-in-law, sister-in-law, grandmother, grandfather, or grandchild.

2. An additional number of days up to four (4) days of sick leave shall be granted for reason of a death in the employee's immediate family.

#### **ARTICLE 16** **HOURS, OVERTIME AND SHIFTS**

A. The employee covered under this Agreement shall work an average of forty (40) hours per week.

B. OVERTIME - Overtime compensation will begin 15 minutes after the regular shift ends. There will be no compensation for the first 15 minutes. After the first 15 minutes, overtime compensation will be made on the following basis:

- |    |                       |   |                             |
|----|-----------------------|---|-----------------------------|
| 1. | 1 through 15 minutes  | - | 30 minutes pay              |
| 2. | 16 through 45 minutes | - | One (1) hour pay            |
| 3. | 46 through 50 minutes | - | One (1) hour 15 minutes pay |

**Example:**

|              |                    |
|--------------|--------------------|
| 7:45 – 8:00  | No Pay             |
| 8:01 – 8:15  | 30 Minutes         |
| 8:16 – 8:45  | 1 Hour             |
| 8:46 – 9:00  | 1 Hour 15 Minutes  |
| 9:01 – 9:15  | 1 Hour 30 Minutes  |
| 9:16 – 9:45  | 2 Hours            |
| 9:46 – 10:00 | 2 hours 15 minutes |

- (a) All hours will be paid at the rate of one and one-half (1.5) times the employee's base salary or at the rate of one and one-half (1.5) compensatory hours as declared by the employee in accordance with paragraph 4(b) of this Article.
- (b) Employees working overtime on a holiday will be paid double time.
- (c) No employee shall accumulate more than 480 compensatory hours per calendar year.
- (d) Employees must within one (1) month subsequent to the signing of this contract declare in writing to the Chief or police his/her intention to receive compensatory time off rather than overtime pay, subject to section 4B of this Article.
- (e) Overtime selection for the annual Delran High School Homecoming Parade (Traffic Control) shall be determined by the overtime logbook and shall begin with the officer having the fewest number of hours.

C. SHIFTS Shifts shall be determined by the Chief of Police and DPA Association on mutual agreement.

D. Employee shall not change from compensatory payment to overtime payment during the calendar year subject to the provisions in section 4 (B) of this Article.

E. COURT - Employees who are subpoenaed to appear in Court other than Delran Municipal Court in connection with their job duties on their time off will be compensated at the rate specified in Paragraph B of this Article.

F. MUNICIPAL COURT - Employees who are required to appear in the Delran Municipal Court on their time off will receive compensatory time at time and one-half. Reasonable efforts will be made by the Township to schedule Municipal Court appearances when the police officer is regularly scheduled for duty.

G. TIMELINESS OF PAYMENT OF OVERTIME - All overtime pay earned during one calendar month shall be paid to the employee as soon as possible but no later than the date of the

second regular pay day of the month following the month in which the overtime is earned. All overtime reports must be submitted by the employee to their immediate supervisor no later than the third day of the month following the month in which the overtime is earned.

H. No officer shall be contacted to work overtime more than 48 hours in advance of any scheduled overtime.

I. An officer will be permitted to be off if Jury Duty is scheduled on his shift or a delayed start if his shift is to be commencing immediately after Jury Duty with notice to the Chief.

## **ARTICLE 17**

### **SICK LEAVE**

A. Definition - Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, or exposure to contagious disease.

B. Service Credit for Sick Leave - All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregated years of permanent and/or full-time provisional service.

C. Amount of Sick Leave - Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this contract based on:

1. The first calendar year (January 1 - December 31) of service - one (1) working day of sick leave with pay for each full or partial month of service.
2. During the second calendar year of employment and each year thereafter - fifteen (15) days of sick leave with pay in every calendar year.
3. In computing the amount of pay for sick leave there shall be deducted from said amount, the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

#### **Reporting of Absence on Sick Leave**

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

2. Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six month (6) period as a sufficient proof of need of leave of absence of the employee. However, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

(b) The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Township be required to pay for physician's expenses or fees.

#### F. Accumulated Sick Leave

Eligibility - employee at retirement or permanent disability only.

1. Employees shall receive direct cash payment for one-half of accumulated sick days at their current rate up to a maximum of \$27,500 effective January 1, 2008; \$28,000 in 2009 and \$28,250 in 2010. Conditions: One year's written notice. Payment may be made over three years at employees' option.

### **ARTICLE 18** **ANNUAL PHYSICAL EXAMINATION**

- A. The Township may require that each employee have an annual physical examination.
- B. The cost of said examination shall be borne by the Township.
- C. The Township will provide a list of not less than three (3) qualified physicians. From said list, each employee must choose one (1) who will be charged with administering said physical. Within a reasonable time after the selection of the doctor to administer the physical, the Township will schedule said examination accordingly.

## ARTICLE 19 **GRIEVANCE PROCEDURE**

### **A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

### **B. DEFINITION**

1. Grievance may be raised by an individual, the Association at the request of and on behalf of an individual or individuals, or the Township.
2. A grievance arising over the interpretation, application, or alleged violation of the terms or conditions of this Agreement may be processed through all steps of the grievance procedure terminating in Binding Arbitration.
3. A grievance arising over a disciplinary matter may be processed through all steps of the grievance procedure and will terminate with P.E.R.C., Civil Service or the New Jersey Courts, whichever is appropriate. Minor disciplinary beyond written letter of reprimand and up to and including five (5) days of suspension will be permitted to go through the grievance process including binding arbitration.
4. A grievance concerning policy matters or rules and regulations of the Department or Township will be processed through all steps of the grievance procedure including PERC, Civil Service, or the Courts and will be binding.

### **C. STEPS OF THE GRIEVANCE PROCEDURE**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

#### **STEP ONE**

(a) An aggrieved employee or the Association on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions hereon within ten (10) days of the occurrence of the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of Police or his designee shall render a decision within ten (10) days of receipt of the grievance.

## **STEP TWO**

(a) In the event a satisfactory settlement has not been reached, the employee or the Township shall, in writing and signed, file his grievance with the Administrator or his designee within three (3) days following the determination at Step One.

(b) The Administrator and/or Mayor shall render a decision in writing within fourteen (14) days from the receipt of the grievance

## **STEP THREE**

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination the matter may be referred to the Council, who shall review the matter and make a determination within thirty (30) days from the receipt of the grievance.

## **STEP FOUR**

(a) In the event the grievance has not been resolved at Step Three, and concerns the interpretation, application, or alleged violation of the terms and conditions of this Agreement, the aggrieved may file with PERC.

(b) The arbitrator will be appointed and the case will be heard in accordance with the rules and regulations of PERC except as modified by this Agreement. The arbitrator shall set forth his findings of fact and law and reasoning in rendering his decision, and shall submit such decision in writing to the parties.

(c) The decision of the arbitrator shall be binding. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is contrary to the terms of this Agreement.

(d) The cost for the services of the arbitrator shall be borne equally by the parties. The party incurring the same shall pay any other expenses incurred.

(e) No response at any Step in this procedure by the Township or its agents shall be deemed a negative response and upon termination of the applicable time limits, the grievance may proceed to the next step upon written notice to the Township Clerk.

(f) Time limits may be extended by the parties by mutual written agreement.

(g) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association which shall conduct a conference with the representatives of the Township within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. (This

procedure may be modified during the term of this contract by mutual agreement).

## **ARTICLE 20**

### **MILITARY LEAVE**

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

## **ARTICLE 21**

### **LEGAL DEFENSE**

A. In accordance with N.J.S.A. 40A:14-155, whenever a member or officer of the Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be ~~dismissed or finally~~ determined in favor of ~~the member or officer~~, he shall be reimbursed for the expense of his defense.

## **ARTICLE 22**

### **BULLETIN BOARDS**

A. A bulletin board shall be made available by the Township for the use of the Association for the purpose of posting Association announcements and other information not of an inflammatory or derogatory nature. Prior to the posting of any announcements, the Association shall furnish a copy to the Chief of Police. The Township may have removed from the bulletin board any material, which does not conform to the intent of the above provision of this Article.

B. No Township job vacancies shall be posted on said bulletin board, except with written permission of the Township.

## **ARTICLE 23**

### **NONDISCRIMINATION**

A. There shall be no discrimination by the Township or the Association against an employee because of race, color, creed, sex, or national origin.

B. There shall be no discrimination interference, restraint, or coercion by the Township or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the Association or their activity or inactivity with respect to such Association.

**ARTICLE 24**  
**SEPARABILITY AND SAVINGS**

If any provision of this agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected hereby and shall continue in full force and effect

**ARTICLE 25**  
**FULLY-BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE 26**  
**DUES DEDUCTIONS**

Upon the written authorization of any employee covered by this contract, the Township agrees to deduct from the wages of the employee the sum certified by the Association as the dues on a monthly basis. Any employee desiring to discontinue dues deduction shall, in writing, notify the Township specifying such discontinuance including the effective date. The Township also agrees to deliver on a monthly basis the total sum thus withheld to the duly authorized Association representative. The Association agrees to indemnify and hold harmless the Township of and from any and all claims, suits or actions which may be filed against the Township in connection with dues check off.

**ARTICLE 27**  
**RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT**

The Township shall provide a cash payment reimbursement to any employee who retired from the Township, to help defray the cost for the premium for their obtaining their own health insurance, with the following conditions:

1. The employee shall have been retired with 25 years of service in the PFRS system.
2. The employee will receive this benefit for a maximum of ten (10) years.
3. Employees shall have the right to choose either a maximum of \$5,750 in 2008;



\$6,000 in 2009 and \$6,250 in 2010 and \$6,500 in 2011 for reimbursement of health insurance only or a sub-limit of \$3,100 in 2008; \$3,150 in 2009; \$3,200 in 2010 and \$3,250 in 2011 which may be used by an employee who is not going to be utilizing health insurance reimbursement in order to obtain prescription plan, eye exam, glasses, and/or dental coverage. The required proof of payment will be the same as is already spelled out in the contract. The ten-year (10) period starts at the retired employee's request and is continuous for the ten-year (10) period.

4. The only exception to the above three (3) conditions will be if an employee takes early retirement for disability purposes in accordance with the terms of PFRS. The Township then will provide \$5,750 in 2008; \$6,000 in 2009; \$6,250 in 2010; \$6,500 in 2011 cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment with the Township will be eligible for this benefit after taking an early retirement for disability purposes. This reimbursement will be paid by the Township for employees retiring with a disability retirement for Health Insurance only (not prescription, vision nor disability insurance) The retired employee must submit proof of payment (canceled check, paid invoice or receipt from insurance company) to the Township's Treasurer, who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

5. The retiree qualifying for this benefit shall receive the financial reimbursement level that is provided for in the agreement in the year of their retirement. The reimbursement level shall not be affected by future additions and/or deletions in any agreement negotiated by the DPA and Township of Delran.

#### **ARTICLE 28** **INSURANCE POLICES**

A. The Township has previously provided a complete copy of all insurance policies referred to in this agreement to the President of the DPA. Copies of any changes or new policies will be provided to the President of the DPA no later than sixty (60) days after they are received by the Township.

#### **ARTICLE 29** **EMPLOYEE RECORDS**

A. The Township will provide a complete and accurate report of each employee's earned, used and accumulated Vacation, Personal and Sick to the employee on or before February 15 of each year.

#### **ARTICLE 30** **BENEFITS FOR NEW EMPLOYEES**

A. No vacation or Personal days may be taken off by the employee during their first ninety (90) days of employment except in the case of an emergency. In such cases, the day off must be approved in advance, in writing, by both the Chief of police and the Township Administrator.

B. Personal days will be prorated during the new employee's first calendar year (not first twelve (12) months) of employment. A new employee will receive one (1) Personal Day for each full three (3) months of employment.

C. All new employees hired on January 1, 1989 and thereafter will receive all the benefits of all other employees covered by this agreement except that their vision care benefit will be delayed for six (6) months after date of hire.

### **ARTICLE 31** **MEAL ALLOWANCE**

The Township will provide for a Police Officer's meal after having worked twelve (12) consecutive hours of department assigned work in the amount of Ten Dollars (\$10). If required to stay overnight at a training facility or other department assignment then meal allowance of Five Dollars (\$5) for Breakfast; Ten Dollars (\$10) for Lunch and Fifteen (\$15) for Dinner would be provided, if meals are not provided or available at no cost.

### **ARTICLE 32** **HEALTH, SAFETY AND WELFARE**

- A. The Township shall provide for a minimum of three (3) uniformed officers for all municipal court sessions, for the purpose of providing security and protection against any potential acts of violence.
- B. All officers, as defined in Sections A and B of this Article shall in no way detract from the regularly scheduled 8:00am to 4:00 pm shift.
- C. Uniformed officers shall be defined as Sergeants and Patrolmen, and shall exclude all other.

### **ARTICLE 33** **RETROACTIVE BENEFITS**

All salary schedules and benefits agreed to in this contract are retroactive to January 1, 2008.

### **ARTICLE 34** **EYE CARE BENEFITS FOR EMPLOYEES HIRED AFTER JANUARY 1, 1993**

Eye care plan shall be provided as follows: The Township shall reimburse the employee for the cost of the examination to a total of \$200. If the examination costs less than \$200, the remainder shall be used to reimburse the employee, upon receipt of above referenced forms, for the cost of corrective eyeglasses, protective eye wear or contact lenses, if so prescribed during the original examination. In no event shall the total reimbursement in one calendar year to an employee exceed \$200.

**ARTICLE 35**  
**EMERGENCY MEDICAL TECHNICIANS**

All those police officers that have a valid EMT certification will be paid Seven Hundred Sixty-Five Dollars (\$765) to be paid on July 1 of each year.

**ARTICLE 36**  
**OVERTIME SCHEDULE**

In the event a Sergeant or Patrolman calls in sick for a scheduled shift and an overtime shift is created as a result, said overtime can only be filled by a Sergeant or Patrolman.

**ARTICLE 37**  
**ASSOCIATION LEAVE TIME**

One member of the Executive Board shall be permitted to attend State FOP meetings without loss of time if ~~working that shift or the shift immediately proceeding~~ provided no overtime costs are incurred. A member of the Executive Board can attend grievance hearings, disciplinary hearings or PERC hearings.

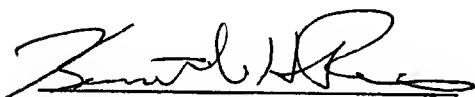
## DURATION OF AGREEMENT

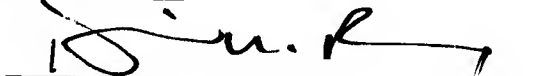
A. This agreement shall be in force and effect as of January 1, 2008 and shall remain in full force and effect through December 31, 2011. This Agreement shall continue in effect from year to year after December 31, 2011 subject to modification, change or termination by either party on written notice, no sooner than one hundred eighty (180) nor later than one hundred fifty (150) days prior to the expiration date of the Agreement.

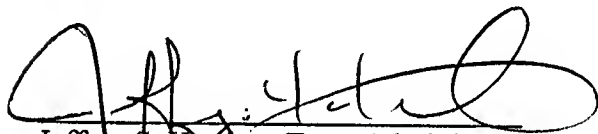
B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the undersigned at Delran, New Jersey on this       day of       2009.


**TOWNSHIP OF DELRAN, N.J.**

**THE DELRAN PATROLMEN'S ASSOC.  
In conjunction with the FRATERNAL ORDER  
POLICE LODGE #230 and the NEW JERSEY  
LABOR COUNCIL**

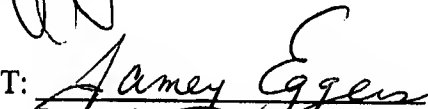
  
Kenneth H. Paris, Mayor


  
Officer Dennis Rooney

  
Jeffrey S. Hatcher, Twp. Administrator

  
Detective Harry Cassey

ATTEST:

  
Jamey Eggers, Twp. Clerk

  
Officer Scott Waznis